

**DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

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**REQUEST FOR PROPOSAL****ADP RFP 10 - 08**

You are invited to review and respond to this Request for Proposal (RFP), ADP RFP 10 – 08, entitled Problem and Pathological Gambling Prevention Technical Assistance and Training (TA) to Health Care Professionals, Educators, and Nonprofit Organizations. In submitting your proposal, you must comply with these instructions.

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below. ADP will not accept changes to the Standard Agreement Contract Language or the General Terms. Therefore, please review the specified language, in its entirety, prior to submitting your proposal.

In the opinion of Department of Alcohol and Drugs Programs, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Gregory Martinez, Contract Analyst  
Contracts Office, Division of Administration  
Department of Alcohol and Drug Programs  
1700 "K" Street, First Floor  
Sacramento, California 95811-4037

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

**Robert D. Hudspeth**  
Contracts Office, Manager



**STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS**

**REQUEST FOR PROPOSAL**

**ADP RFP 10 - 08**

**Problem and Pathological Gambling Prevention Technical Assistance and Training to  
Health Care Professionals, Educators, and Nonprofit Organizations.**

**SYNOPSIS**

This Request for Proposal (RFP) is for Problem and Pathological Gambling Prevention Technical Assistance and Training (TA) to health care professionals, educators, and nonprofit organizations in the identification of problem and pathological gambling behavior and knowledge of referral services and treatment programs throughout California. The Office of Problem Gambling (OPG), a division within the Department of Alcohol and Drug Programs (ADP), will be overseeing the execution of this contract.

The contract term covers a period of approximately 30 months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. The total cost shall not exceed \$1,250,000 for the full contract period of thirty (30) months. Contract funding for the initial 6 month period is \$250,000. Funding for each additional 12 month period is \$500,000. Funding is at OPG's sole discretion and is contingent upon the availability of funds. Services will require an evaluation of the previous year's objectives, deliverables and Contractors business practices. ADP reserves the right to terminate the contract without cause, after a 30 day notice to the Contractor, when it is in the best interest of the State.

**Bids should be submitted for an amount up to, but not to exceed, \$1,250,000 for the thirty (30) month contract term nor can the bid exceed \$250,000 for the initial six (6) month period and also cannot exceed \$500,000 for each additional twelve (12) month period.**

**Note:** For the purposes of terminology consistency and clarity within this RFP and subsequent contract the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.

The bidder and any of the bidder's subcontractor(s) must be a public or private organization not debarred or otherwise prohibited by the State of California or the federal government from being awarded grants or contracts.

In the future, the Contractor may be asked to complete optional tasks. Option(s) for additional services under the contract may be exercised at the sole discretion of ADP. Include these options in your technical response and in your cost proposal. The tasks are as follows:

Task 1. Provide the same services and deliverables for up to an additional year, if additional funding becomes available. Any budget amount attributable to additional funding shall be no greater than the 3<sup>rd</sup> year budget amount. Also, the services, deliverables, and costs will be comparable to those provided in the 3<sup>rd</sup> year.

Task 2. If the funds allocated under the approximate 30 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3<sup>rd</sup> year.

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I. **Purpose and Description of Services**

- A. This Request for Proposal (RFP) is intended to provide problem and pathological gambling prevention Technical Assistance and training services (TA) to health care professionals, educators, and nonprofit organizations. The TA services will encompass the following:
  - 1. the identification of problem and pathological gambling behavior and;
  - 2. disseminating information about referral resources and treatment services throughout California.
- B. The primary goal will be to synthesize and translate problem and pathological gambling science-based findings into effective TA services throughout California demonstrating:
  - 1. the capacity to incorporate cultural and linguistic considerations into the TA services;
  - 2. the ability to identify and educate about the signs and symptoms of problem and pathological gambling;
  - 3. the expertise to effectively convey the impact of these behaviors on the community; business and families and;
  - 4. the ability to disseminate information about resources for education, prevention and treatment services.
- C. TA services will be promoted and provided to individuals and/or agencies/organizations on the basis of a needs assessment plan and marketing plan developed as part of the contract.
- D. The purpose of these services is to create a healthy California by providing resources to assist citizens and their families suffering from difficulties accompanying problem and pathological gambling behavior by developing and implementing successful TA services to educate communities, organizations, educators and health care professionals. This contract will also provide TA services to the Office of Problem Gambling (OPG) within the Department of Alcohol and Drug Programs (ADP).
- E. ADP is committed to ongoing improvements in cultural and linguistic competency and has adopted the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services as the guiding document to develop a Cultural Competency Quality Improvement (CCQI) Strategic Plan to support CCQI in our service delivery system.

- F. The contract term covers a period of approximately 30 months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. Funding of the initial 6 month period will be in the amount of \$250,000. Each additional 12 month period will be in the amount of \$500,000. Funding of each period is at OPG's sole discretion and is contingent upon the availability of funds. The initial 6 month period and each additional 12 month period will require an evaluation of the previous term's objectives, deliverables and Contractors business practices. **Reminder:** For the purposes of terminology consistency and clarity within this RFP and subsequent contract the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.
- G. Bids should be submitted for an amount up to, but not to exceed \$1,250,000 for the full contract period of 30 months nor can the bid exceed \$250,000 for the initial six (6) month period.
- H. Additional and Carry-Over Funds
- If additional funds are available, ADP may amend the contract to increase the contract amount up to 30% in each fiscal year. Services will be billed at the same rate for the same services, per the corresponding budget year of the contract.
- I. If all deliverables are delivered and accepted, and contract funds remain unexpended at the end of the fiscal year, the contract may be amended to allow the unexpended funds to be added to the following year's budget. Any amendment for such unexpended funds shall not be factored in the 30% increase in additional funding referred to in Section I.,H.
- J. In the future, the Contractor may be asked to complete optional tasks. Options(s) for additional services under the contract may be exercised at the sole discretion of ADP. Include these options in your technical response and in your cost proposal. The tasks are as follows:
1. Task 1. Provide the same services and deliverables for up to an additional year, if additional funding becomes available. Any budget amount attributable to additional funding shall be no greater than the 3<sup>rd</sup> year budget amount. Also, the services, deliverables, and costs will be comparable to those provided in the 3<sup>rd</sup> year.
  2. Task 2. If the funds allocated under the 30 month term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3<sup>rd</sup> year.

K. Background

1. In 2003, the State Legislature established OPG within ADP (Chapter 210, Statutes of 2003) to reduce the prevalence of problem and pathological gambling. The first priority of OPG was to develop a statewide plan for a problem and pathological gambling prevention program that includes:
  - a. Training for health care professionals, educators, law enforcement agencies and nonprofit organizations
  - b. Training for gambling industry personnel in identifying customers at risk for problem gambling and informing them of referral and treatment services
  - c. Public awareness campaigns
  - d. A toll free telephone service for crises intervention and referrals
  - e. Empirically driven research programs
2. OPG receives annual funding from the Indian Gaming Special Distribution Fund in the amount of \$8.4 million: \$3.4 million of which is allocated for prevention, education, awareness and research campaigns and \$5 million for treatment services. OPG provides problem gambling prevention services for communities, families, and individuals.
3. Problem gambling is defined as participation in any form of gambling to the extent that it creates a negative consequence to the gambler, the gambler's family, place of employment or community. OPG's 2006 Prevalence Study determined 3.7% of California residents are considered problem or pathological gamblers.

L. Goals

1. It is the mission of OPG to provide quality leadership in prevention, intervention, and treatment for problem and pathological gamblers, their families and communities. In order to fulfill this mission OPG has set a series of goals which includes developing a problem gambling TA prevention program for both the public and private sectors within the State of California. This goal will help to prevent and reduce the harmful effects of problem and pathological gambling and will improve the health and safety of the residents of California.
2. Another goal includes efforts that effectively address:
  - a. diverse multicultural populations;
  - b. at-risk and underserved populations;
  - c. groups with unique needs;
  - d. the elderly and physically challenged;
  - e. ethnic groups and;
  - f. female gamblers.

To accomplish this goal the TA services must provide culturally and linguistically, generational focused strategies to address problem and pathological gambling.

3. These goals will be advanced through the services provided under this contract and will focus on (but not be limited to):
  - a. Identifying signs indicating that an individual may be a problem or pathological gambler
  - b. Identifying treatment services available to problem and pathological gamblers and their families
  - c. Disseminating knowledge and information on effective crisis intervention, management skills and practices related to problem gambling
  - d. Establishing a system of transferring science-based problem gambling prevention in a manner that is easily accessible and understandable
  - e. Increasing the number of qualified culturally, linguistically and generational competent problem and pathological gambling prevention specialists
  - f. Educating problem gambling community prevention systems of the availability of problem gambling programs, resources and services
  - g. Enhancing the health and safety of communities throughout California
  - h. Increasing the number of informed health practitioners by providing information for effective community prevention systems, programs and treatment services
  - i. Identifying co-morbidity
  - j. Identifying social/community cost of problem and pathological gambling
  - k. Identifying vulnerable populations and providing information for effective community prevention systems, programs and treatment services

M. Services

Contractor shall provide TA services to health care professionals, nonprofit organizations, educators and ADP/OPG over the 30-month contract period. TA hours may be provided through consultation, outreach or training events (See ATTACHMENT 5, Definitions).

II. **Minimum Qualifications for Proposers**

- A. The bidder and any of the bidder's subcontractor(s) must have demonstrated experience in developing, managing and delivering statewide TA programs or similar training of the same size and scope. References documenting the aforementioned experience and work history shall be provided within the proposal (See ATTACHMENT 3).
- B. The bidder and any of the bidder's subcontractor(s) must be in good standing with the State of California and the federal government. Private nonprofit organizations must include evidence of their organization's and their subcontractor's nonprofit status with their proposal.
- C. The bidder must demonstrate the organizational capacity and ability to abide by the contract terms, conditions and provisions, and provide assurances to ensure that all subcontractor(s) will do the same.
- D. In addition, subcontractors and individual consultants must abide by and are held to the contractual requirements regarding material development.



### III. **Proposal Requirements and Information**

#### A. **RFP access through BidSync**

1. ADP will post this RFP both on the ADP website and on BidSync ([www.bidsync.com](http://www.bidsync.com)). BidSync is the State of California's Contractor for its eProcurement system which is administered by the CA Department of General Services (DGS). ADP encourages all potential bidders to register with BidSync.
2. There is no fee for a potential bidder or supplier to register with BidSync.com, receive email or fax notifications, download or respond to State of California bid solicitations, or for being awarded a State contract through BidSync. At no time does DGS or ADP require suppliers or bidders to enroll in any paid subscriptions to view California State bidding opportunities (for example, BidSync's own BidLync.). Such subscription services are optional to you and the State of California neither endorses nor is affiliated with them.
3. Please be aware that BidSync also hosts the bid sites for many other procurement organizations. Those bidding opportunities may require a fee.
4. For further information on how to register with the California BidSync system, please view the following DGS hosted webcast at: [www.eprocure.dgs.ca.gov/Training/default.htm](http://www.eprocure.dgs.ca.gov/Training/default.htm). Also, written instructions can be obtained at: [www.documents.dgs.ca.gov/eprocure/steps.pdf](http://www.documents.dgs.ca.gov/eprocure/steps.pdf).
5. ADP will not answer any questions regarding registering with BidSync.
6. Any changes or updates to this RFP will be posted as "Addendums" only on the BidSync website. The ADP website will post only the original RFP and, if needed, the Q&A summary for this RFP. It is the responsibility of any potential bidder to monitor Bidsync for any changes or updates.

**B. Key Action Dates**

1. ADP advises all potential bidders of the following schedule and expects bidders to adhere to the required dates and times. Selection of the Contractor pursuant to this RFP is dependent upon internal approvals and the availability of funds. Dates of expected internal approvals are estimates. ADP may extend these dates as necessary.

<u>EVENT</u>	<u>DATES/TIMES</u>
a. RFP Available to Prospective Bidders	October 7, 2010
b. Question Submittal Deadline	October 14, 2010 3:00 PM PDT
c. Q&A Summary posted on BIDSYNC website	October 27, 2010
d. Letter of Intent* due	November 2 2010
e. Deadline for Proposal Submission	November 9, 2010 3:00 PM PST
f. Notice of Intent to Award Letter Posted	November 24, 2010
g. Contract Start Date	January 1, 2011

*\* A letter of intent is not required to submit a proposal. However, ADP uses the letter of intent for planning purposes, and would greatly appreciate the courtesy.*

2. To ensure all potential bidders have equal access to RFP requirements, only written questions will be accepted. ADP prefers that questions be submitted on the BidSync website dedicated to this RFP or submitted via email to: [gmartinez@adp.ca.gov](mailto:gmartinez@adp.ca.gov), notate the e-mail's subject line with "RFP 10-08 Question(s)". Questions should be clear and concise as possible, please use any indicators such as page numbers (upper right hand corner) and/or paragraph markers when applicable. No verbal questions will be accepted.

**C. Work Plan and Work Schedule Requirements**

1. The selected Contractor will develop and implement TA services, products and resources to enhance problem and pathological gambling prevention systems and programs.
2. During the initial 6 month contract term (Year 1 as previously defined) the Contractor will be required to provide a minimum of 2500 TA hours statewide. During each additional 12 month contract terms (Years 2 & 3 as previously defined) the Contractor will be required to provide a minimum of 5000 TA hours statewide. TA Services should be provided to the following areas:
  - a. A minimum of 950 TA hours during the initial 6 month contract term (Year 1) and minimum of 1900 TA hours during the additional 12 month contract

terms (Years 2 & 3) to health care professionals, which will include (but not be limited to):

- 1) County Alcohol and other Drugs (AOD) Providers
- 2) Mental Health Providers
- 3) College Health Clinics
- 4) Associations such as:
  - a) California Association of Marriage and Family Therapist (CAMFT);
  - b) California Association of Alcohol and Drug Abuse (CAADAC);
  - c) American Psychological Association (APA); Behavioral Health Service (BHS);
  - d) American College Health Association (ACHA).

- b. A minimum of 950 TA hours during the initial 6 month contract term (Year 1) and minimum of 1900 TA hours during the additional 12 month contract terms (Years 2 & 3) to nonprofit organizations, which will include (but not be limited to):

- 1) Senior Associations
- 2) Youth Oriented Organizations
- 3) Community Based Organizations
- 4) Faith-Based Organizations
- 5) Heritage Festivals
- 6) Multi-Cultural-Based Organizations

- c. A minimum of 400 TA hours during the initial 6 month contract term (Year 1) and minimum of 800 TA hours during the additional 12 month contract terms (Years 2 & 3) to educators, which will include (but not be limited to):

- 1) California Association for Alcohol/Drugs Educators (CAADE)
- 2) California Teachers Association (CTA)
- 3) California School Resources Officer's Association (CSROA)
- 4) University Faculty

- d. A minimum of 80 TA hours during the initial 6 month contract term (Year 1) and minimum of 160 TA hours during the additional 12 month contract terms (Years 2 & 3) to OPG, which will include (but not be limited to):

- 1) Conference planning and/or presentations
- 2) Meeting facilitation
- 3) OPG Advisory Board presentations
- 4) Research assistance
- 5) Development and delivery of National Problem Gambling Awareness Week campaign and other events
- 6) Assist, assess, plan and implement State priorities and initiatives
- 7) Collaboration with OPG/ADPs other TA Contractors on issues of common purpose

3. The Contractor shall develop, coordinate and maintain a pool of consultants of adequate size, sufficient to serve the problem and pathological gambling prevention-related needs throughout the state with the skills, knowledge and abilities to (but not be limited to):
  - a. Analyze problem and pathological gambling prevention-related research
  - b. Demonstrate understanding of specific needs organizations including multicultural, multi-linguistic, secular, generational and faith-based
  - c. Demonstrate understanding of problem gambling signs, prevalence rates, and the impact of problem and pathological gambling on individuals, families, and communities
  - d. Work collaboratively with OPG in the assessment, planning, and implementation of statewide priorities and initiatives
  - e. At the direction of OPG, work in collaboration with OPG/ADP's other TA Contractors on issues of common purpose and objectives
  - f. Delineate problem and pathological gambling signs, prevalence rates, crisis intervention, practices and resources
  - g. Develop and implement a process for assessing the reliability of science-based prevention, education strategies and programs
  - h. Gather and disseminate referral resource information for treatment of problem and pathological gambling
4. All staff and consultants must be able to travel to California's rural and metropolitan areas. To save on travel expenses, it is recommended that the Contractor have consultants/subcontractors available in all California regions (Northern, Central and Southern). All staff and consultants must submit a detailed resume to OPG for approval.
5. Contractor shall determine when TA requests require training events, consultations, or outreach and will develop and implement a system that affixes a priority to each TA request. Contractor must obtain written approval from OPG Contract Monitor before providing TA services, including proposed travel and per diem. Travel and per diem charges are not subject to any mark-up or administrative fee (See ATTACHMENT 7, State Travel Guidelines).
6. TA requests will be submitted to OPG for approval no later than 15 days prior to providing TA services. The request must include:
  - a. Priority
  - b. Type
  - c. Location and length
  - d. Date of request
  - e. Date of TA Services
  - f. Requesting agency
  - g. Number of anticipated participants
  - h. Description of request
  - i. Justification (if submitted later than 15 days prior)
  - j. Curriculum to be presented (pre-approved by OPG Contract Monitor)

7. Contractor shall create and submit the following to OPG for approval prior to providing TA services:
  - a. Training curriculum
  - b. Power point presentations
  - c. Agendas for outreach or consultations
  - d. Handouts and other materials used in the provision of TA services
  - e. Publications such as brochures, pamphlets and/or research papers
  - f. Monthly reports
  - g. Annual reports
  - h. Needs assessment
  - i. Training plan
  - j. Training evaluations
8. Services delivered under this contract shall include administrative services, creation of monthly progress reports, annual reports, evaluation of services, publications, and the provision of TA services.
9. Contractor will work closely and cooperatively with OPG's Contract Monitor, to promptly respond to all OPG requests for information and documentation related to the provisions of this contract. OPG may request TA services for a specific group, individuals, and/or organization.
10. OPG reserves the right to approve the location and content of all TA services and selection of consultants/trainers prior to the provision of TA services. In addition, OPG may attend TA events unannounced to review quality and content of event.
11. All documents, publications and printed materials produced under this contract must clearly state, *"Funded by the California Department of Alcohol and Drug Programs, Office of Problem Gambling."*
12. Preparation Time

Preparation time may include developing curriculum, assembling handouts, developing PowerPoint presentations, scheduling consultants/subcontractors and making travel reservations for TA services. Preparation time cannot be included in the computation of TA hours.
13. Travel Time

Travel time consists of the time spent traveling to and from a TA event via automobile, plane or other transportation service. Travel time cannot be included in the computation of TA hours.

14. TA services may be provided through (a.) consultation; (b.) outreach; or (c.) training using the following guidelines:

a. Consultation

- 1) Consultation may be provided through on-site meetings, at the requestor's agency/facility, telephone conversations, or written correspondence. Services should provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- 2) Consultation services will be problem specific and solution focused on improving program operations or solving a problem. The goal in delivering consultation services should be geared toward establishing subsequent training events to a group of individuals within the identified agency or association.
- 3) Individual consultations should be short-term in nature and not exceed 2 TA hours of service unless a justification for an extension of time is approved in advance by OPG. The written justification will address the following three areas:
  - a) Why an extension of the time is necessary?
  - b) Why the services can not be provided in the allotted time?
  - c) What the consequences will be if the extension is denied?

b. Outreach

- 1) Outreach may be provided through on-site assistance, at the requestor's agency/facility, telephone conversations, written correspondence, the media, or by making presentations or establishing information booths at association meetings and conferences. Services should provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- 2) Outreach services should address requestor's specific needs and be education focused. The goal of delivering outreach services is to establish subsequent training events to a group of individuals within the identified agency or association
- 3) Individual outreach events should be short-term in nature and not exceed 2 TA hours of service unless a justification for an extension of time is approved in advance by OPG. The written justification will address the following three areas:
  - a) Why an extension of the time is necessary?
  - b) Why the services can not be provided in the allotted time?
  - c) What the consequences will be if the extension is denied

c. Training

- 1) Training events may be provided through on-site meetings, at the requestor's agency/facility, or video/telephone/web-based conference. Services should provide identification of early signs and symptoms of problem and pathological gambling and resources for education, prevention and treatment services.
- 2) Individual training events should be provided for the duration indicated in the approved curriculum unless a written justification for an extension of time is approved in advance by OPG. The justification will address the following four areas:
  - a) Why an extension of time is necessary?
  - b) Why the services can not be provided in the allotted time?
  - c) What the consequences will be if the extension is denied?
  - d) How will the curriculum change to accommodate additional time?
- 3) Training events should include, at a minimum:
  - a) Signs and symptoms of problem and pathological gambling behaviors
  - b) Detection of problem and pathological gambling symptoms
  - c) Approaches used in discussing problem gambling with an individual suspected of problem gambling behaviors
  - d) Crimes related to problem and pathological gambling behaviors
  - e) Screening and interviewing techniques
  - f) Dealing with a problem gambler and/or an affected individual
  - g) Education of referral resources and treatment services
  - h) Studies conducted on problem gambling
  - i) Curriculums specific to the needs of the attendees and focused to meet the goals of the contract and OPG
  - j) Evaluations
  - k) Crisis management
  - l) Referral to resources, services and treatment for problem and pathological gamblers and their family members
  - m) Cultural, generational and linguistically competent training and materials
  - n) Self-help strategies for preventing recurring problem gambling
  - o) Prevention training as identified by the training needs assessment and research
  - p) Co-morbidity and other related addictions
  - q) Social costs of problem gambling
  - r) Vulnerable populations
  - s) Reports to child/adult protective services

- 4) Contractor will be responsible for the development and implementation of a training plan. The plan must include, at a minimum, the items listed below:
  - a) Needs assessment
  - b) Objectives of the training
  - c) Schedule of training events
  - d) Outline of curriculum
  - e) Copies of any handout materials
  - f) Names and resumes of presenters
  - g) Evaluation forms to be completed by participants
- 5) Evaluation forms shall be distributed to all training participants and shall be collected at the end of each training event. Data from these evaluations shall be summarized and information provided in monthly reports. OPG reserves the right to contact training recipients to ensure that an approved evaluation form was distributed and collected and that the desired outcome was achieved.
- 6) The Contractor may charge a nominal registration fee for training events, not to exceed \$10 or the actual cost, whichever is less.

15. Marketing Plan

- a. The Contractor will develop and implement a marketing plan to promote TA services available under the contract. The plan shall include all of the following at a minimum:
  - 1) Description of marketing plan strategies for TA Services
  - 2) Detailed tasks and deliverables
  - 3) Timelines for each deliverable
  - 4) Development and distribution of an annual report describing the Contractor's TA services including topics
  - 5) Development and maintenance of a website with information regarding TA services, which shall be linked directly to OPG's website
  - 6) Print announcements to local Alcohol and Other Drugs (AOD) Administrators, health centers, colleges, community centers/organizations and other appropriate recipients
- b. The marketing plan shall be submitted to OPG and will require OPG's approval. OPG reserves the right to require additional clarification of the marketing plan and to direct specific changes to the plan as it deems necessary to ensure the appropriate execution of the contract.



16. Reports

- a. Contractor shall submit written monthly progress reports no later than 15 days following the last day of the reportable month to the OPG Contract Monitor. The monthly reports must:
  - 1) Correspond to overall contract goal(s) and to specific monthly objectives
  - 2) Include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal)
  - 3) Include the number of agencies and individuals served
  - 4) Include the number of TA hours delivered
  - 5) Summarize marketing strategies
  - 6) Outline barriers encountered in achieving or failing to achieve proposed objectives
  - 7) Methods employed to resolve stated problems
  - 8) Disseminate customer feedback (rating of services provided, and customer evaluations)
  - 9) Provide copy of justification and approval for TA requests that did not meet the required 15 days approval timeline
  - 10) Summarize evaluation feedback
- b. Monthly reports shall accompany invoices for payment. Invoices will not be processed until OPG is in receipt of corresponding monthly reports and supporting data in the format are received. OPG reserves the right to modify reporting requirements as it deems necessary.
- c. Contractor shall submit an annual report no later than 30 days following the last day of the calendar year. The annual report must provide:
  - 1) Status of contract term deliverables, overall contract goal(s) to specific monthly objectives
  - 2) Include pertinent information on monthly objectives totals, such as relevant data (statistical and anecdotal)
  - 3) The number of agencies and individuals served
  - 4) The total number of TA hours delivered
  - 5) Barrier encountered in achieving or failing to achieve proposed objectives
  - 6) Methods employed to resolve stated problems
  - 7) Customer feedback (rating of services provided, and customer evaluations)
  - 8) Status of resource publications
- d. Annual reports shall accompany the December invoice for payment. Invoice will not be processed for payment until the annual report is received. Annual reports should provide a cumulative synopsis of the calendar year's events including, at a minimum:
  - 1) Status of contract term deliverables, goals and objectives
  - 2) Relevant data related to monthly objective totals (statistical and anecdotal)

- 3) Agencies and individuals served
  - 4) Total number of TA hours delivered
  - 5) Barriers encountered in achieving proposed objectives
  - 6) Methods employed to resolve problems
  - 7) Relevant data from evaluations, and how data was used to enhance training events
  - 8) Resource publications produced
- e. OPG reserves the right to request modification of annual report as it deems necessary.

17. **Publications**

- a. Contractor shall develop and disseminate one resource publication during the initial 6 month contract term and two resource publications during each of the succeeding 12-month contract terms to:
  - 1) Help the problem and pathological gambling prevention field stay abreast of best practices emerging from current research
  - 2) Provide practical tools for implementing proven community prevention strategies
  - 3) Develop community prevention guidance documents and other related materials in support of the problem and pathological gambling prevention program
- b. Publication topics must be approved by OPG's Contract Monitor prior to development. Publications shall be made available at no charge and be accessible via the Internet. Copies of the final documents must be submitted to OPG in both Microsoft Word and PDF formats. The Contractor is responsible for obtaining professional proofing and editing services before documents are submitted to OPG. Contractor is also required to make all edits required by OPG.
- c. **Alternative Formats**
  - 1) **American Disability Act (ADA):** In accordance with the California Government Code section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."
  - 2) **Limited English Proficiency (LEP):** Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.

18. Needs Assessment

- a. Contractor shall conduct a statewide prevention TA needs assessment plan and submit a draft to OPG for input/approval. The needs assessment plan shall consider input provided by the 2006 California Problem Gambling Prevalence Survey, survey tools, key interviews, and focus groups. The needs assessment plan must be extensive, including the needs of the California's health care professionals, nonprofit organizations, educators and individuals suffering/treating the effects of problem and pathological gambling.
- b. The needs assessment plan must take into account the needs of special populations including, (but not limited to) diverse multicultural populations, groups with unique needs, female gamblers, underserved ethnic groups, the elderly, and the physically challenged.
- c. OPG reserves the right to request changes to the needs assessment plan as deemed necessary to meet the contract goals.

19. Project Personnel

- a. The Contractor shall provide a full-time Project Director to oversee overall operations of TA services. The Project Director shall serve as the principal point of contact with OPG and will be responsible for:
  - 1) Overall project planning and management
  - 2) Providing direct supervision and coordination of project staff, consultants and subcontractors
  - 3) Providing staffing continuity
  - 4) Providing deliverables
  - 5) Preparing reports
  - 6) Maintaining budget control
- b. The Contractor shall be responsible for the quality and acceptability of all work and for all persons who engage in work, including employees, subcontractors, suppliers, and providers of services.

20. Facilities and Resources

- a. The Contractor shall provide all equipment, facilities, subcontractors, experienced management and personnel necessary to provide all services and receivables specified by OPG.
- b. The Contractor will utilize event locations that meet Federal and State accessibility requirements for persons with disabilities. TA notices must include the following statement: *"If you need a disability-related reasonable accommodation/alternative format for this training, please contact (name) at (phone number, email address and TDD number) by (a date up to two weeks prior to the event)."* The cost of such accommodation is to be paid by the Contractor.

#### D. Cost Detail Format and Requirements

1. The contract term covers a period of approximately 30 months, starting from January 1, 2011 or the date the contract is executed and ending June 30, 2013. Funding of the initial 6 month period will be in the amount of \$250,000. Each additional 12 month period will be in the amount of \$500,000. Funding of each period is at OPG's sole discretion and is contingent upon the availability of funds. The initial 6 month period and each additional 12 month period will require an evaluation of the previous term's objectives, deliverables and Contractors business practices.
  2. **Reminder:** For the purposes of terminology consistency and clarity within this RFP and subsequent contract the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.
  3. Potential bidders will submit three yearly budgets and correlating budget justifications (Designated as budget – Year 1, Year 2, and Year 3) within their proposals.
    - a. The total cost shall not exceed \$1,250,000 for the 30 month contract term. Any proposal submitted with a budget cost in excess of \$1,250,000 for the 30 month contract term or in excess of \$250,000 for the initial 6 months (Year 1 as previously defined) and also cannot exceed \$500,000 for each additional twelve (12) month period (Years 2 and 3) may be considered non-responsive and automatically be disqualified. It is recommended that the format in Attachment 4 be utilized.
    - b. The sum total of all three yearly budgets must equal the Cost Proposal (bid) amount. If there is a discrepancy between the two amounts, the proposal may be considered non-responsive and may be disqualified.
- 1) Personal Services
- a) Personal Services should be shown including each authorized staff position the bidder is devoting to this project listed by title and duties percentage rate.
  - b) A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.
  - c) A salary range should be shown to include any anticipated wage increases during the period covered by the proposal. All salaries must be fully justified in the budget narrative.
  - d) Contract funds may not be used to pay for holiday time-off for the Contractor, staff or subcontractors.
  - e) The Contractor shall make payments to all subcontractors and vendors within fifteen working days of receiving payment from OPG.

- f) The Contractor will be responsible for administration, distribution, research, evaluation, and payroll of all required personnel.
- g) The Contractor and/or the Contractor's representatives are prohibited from soliciting business or donations, or engaging in any other fundraising activity in the course of carrying out this contract.

2) Operating Expenses

- a) Operating Expenses include all other direct cost budget line items, such as rent, travel and subsistence, supplies, subcontractors, etc.
- b) Reimbursement for travel and per diem expenses from ADP under the Agreement shall, unless otherwise specified in the resulting contract, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). Those rates are specified in the Department's Travel and Subsistence Guidelines, (See ATTACHMENT 7, State Travel Guidelines). Food and beverage are unallowable costs except for meals permitted by the Subsistence Guidelines. If the rates change during the term of any Agreement resulting from this solicitation, the new rates shall apply upon their effective date and no amendment to said Agreement shall be necessary. Travel outside the State of California shall not be reimbursed without prior written authorization from ADPs OPG.
- c) Subcontractors' costs must be fully explained and justified, including the cost per hour and number of hours. Subcontractors' travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each subcontractor and market rates of similar services.

3) Indirect Cost Categories

An indirect cost category is not allowable within the budget.

4) Overhead or Administrative Costs

- a) An overhead or administrative cost category must be approved by OPG. The bidder must provide a list of all costs included in this category. Include the methodology used to compute these costs.
- b) Costs included as overhead or administrative costs may not be simultaneously shown as direct costs in other parts of the budget. OPG may request direct costing.

5) Miscellaneous or Other

There should not be line items entitled "miscellaneous" or "other." All line items must be fully explained and justified.

4. Budget Negotiations

The proposed budget may be re-negotiated at the option of OPG, but the total bid amount may not be increased.

5. Restrictions

Contract funds provided by this RFP cannot be used for the following:

- a. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility
- b. Paying the salary of an individual at a rate in excess of \$100,000 per year
- c. Lobbying Congress, any federal agency, the California Legislature, or state or local agencies in connection with the award of a particular contract, grant, cooperative agreement, or loan construction

6. Method of Payment

- a. The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred.
- b. An amount of up to 10 percent of the Contractor fees and operating expenses of each payment will be withheld; the total withhold amount will then be released at the end of each yearly period. The amount withheld will be paid upon completion of project and submission of approved invoices and required reports for the respective year.

**E. Submission of Proposal**

1. Proposals should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. All proposals must be submitted under sealed cover and sent to ADP by dates and times shown in Section III., B., Key Action Dates. Proposals received after the stated deadline will automatically be rejected and not be considered.
3. A minimum of 5 copies of the proposal must be submitted. Also an electronic copy of the proposal must be submitted on CD-ROM formatted in MS WORD. The Budget Section may be in an EXCEL format.
4. The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
5. Due to limited storage space and environmental considerations, the proposal package should be prepared in the following manner – copied back to back, in a plain three ring binder.

6. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
7. The proposal package must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Gregory Martinez, Contract Analyst  
Contracts Office, Division of Administration  
Department of Alcohol and Drug Programs  
1700 "K" Street, First Floor  
Sacramento, California 95811-4037**

**DO NOT OPEN**  
**ADP RFP 10-08**

8. Mail or deliver proposals to the address noted above by November 9, 2010 3:00 PM PST.
9. If the proposal is made under a fictitious name or business title, the actual legal name of bidder must be provided.

10. **The bid price and all cost information must be submitted in a separate sealed envelope. Please do not include copies of the yearly budgets in the envelope. The envelope should be included inside the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".**

- a. One copy of the Cost Proposal (or formal bid amount) must be submitted.
- b. Use your agency letterhead for your Cost proposal and simply state the following:

**Date**

**Gregory Martinez  
Contracts Office, Division of Administration  
Department of Alcohol and Drug Programs  
1700 "K" Street, 1<sup>st</sup> Floor  
Sacramento, CA 95811-4037**

**The undersigned certifies that all requirements of the Request for Proposal known as ADP RFP 10-08 "Problem and Pathological Gambling Prevention Technical Assistance and Training to Health Care Professionals, Educators, and Nonprofit Organizations", were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any California State agency.**

**Our all-inclusive Cost Proposal (or formal bid amount) is as follows:**

**\$**

**Signed:\_\_\_\_\_**

**Printed Name:\_\_\_\_\_**

**Title:\_\_\_\_\_**

- c. Bids shall be signed by the bidder. An unsigned bid will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a power of attorney submitted to ADP prior to the submission of the proposal or with the proposal.
11. Proposals not submitted under sealed cover and marked as indicated may be rejected.
12. All proposals shall include the documents identified as "required" in Section E, ATTACHMENT 1, Proposal Checklist. Proposals not including the identified "required" documents may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
13. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.



14. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
15. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
16. An individual who is authorized to bind the proposing firm contractually shall sign the ATTACHMENT 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
17. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in Section III., B., Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
18. A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline as set forth in Section III., B., Key Action Dates. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
19. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
20. The awarding agency reserves the right to reject all proposals. The agency is not required to award an Agreement.
21. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
22. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
23. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
24. The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
25. No oral understanding or agreement shall be binding on either party.
26. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

27. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
28. Issuance of the RFP in no way constitutes a commitment by ADP to award a contract. ADP may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal.
29. **Bidder Declaration Forms**
  - a. To be considered responsive, all Bidders must complete and submit the Bidder Declaration (GSPD-05-105). When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract.
  - b. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporation by amendment to the Contract. The Bidder Declaration (GSPD-05-105) is available to download at the following website:  
  
<http://www.documents.dgs.ca.gov/pd/poliproc/Master-BidDeclar08-09.pdf>
  - c. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.
30. **Commercially Useful Function**
  - a. If the Bidder is a California-certified small business or DVBE, or is claiming to use DVBE subcontractors and/or using California-certified small businesses, in accordance with Assembly Bill 669, the Bidder must address specific aspects of the Legislation that requires subcontractors and/or certified small businesses to perform a commercially useful function as defined by Government Code Section 14837.
  - b. A business that is performing a commercially useful function is one that does all of the following:
    - 1) Is responsible for the execution of a distinct element of work of the contract.
    - 2) Carries out its obligation by actually performing, managing, or supervising the work involved.
    - 3) Performs work that is normal for its business, services, and functions.
    - 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
  - c. A Bidder, subcontractor, or supplier will not be considered to perform a commercially useful function if the Bidder's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or

project through, which funds are passed in order to obtain the appearance of small business or micro business participation.

- d. The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement using ATTACHMENT 9, Commercially Useful Function Compliance.

31. **Darfur Contracting Act of 2008**

- a. **Your bid will be disqualified** unless your proposal includes a copy of Attachment 8 (Darfur Contracting Act Certification) with **one** of the following form entries completed:
  - Requirement Exemption (initialed and dated)
  - Option #1 - Certification - (All section fields completed)
  - Option #2 - Written Permission from DGS (All section fields completed)
- b. Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act.). (Public Contract Code sections 10475, et seq.; Stats. 2008, ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
- c. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. Public Contract Code section 10477 (a)).
- d. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See Option #1 of Attachment 8).
- e. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See Option #2 of Attachment 8).

F. **Evaluation and Scoring Process**

1. At the time of the proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
2. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder,

may be rejected. If, in the opinion of ADP, such information was intended to mislead ADP in its evaluation of the proposal, and the attribute, condition, or capability as a requirement of the RFP, it will be the basis for rejection of the proposal.

3. ADP will use the evaluation and selection procedure specified in Section 10344 (c) of the Public Contract Code to select the proposal that will best meet the Department's needs. This procedure specifies award to be made to the responsible bidder with the highest score.
4. Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. These format requirements are covered under Section III., E., Submission of Proposal. Proposals not meeting format requirements at this point may be disqualified. These disqualified proposals shall not, one (1), have their Technical Proposal scored, nor two (2), be considered for an award of contract.
5. Technical proposals shall then be submitted to a Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in Section III., G. 1., Technical Proposal Scoring. A minimum of 145 points out of a possible 190 points must be achieved in the Technical Proposal evaluation phase to be considered responsive. A non responsive proposal shall not be considered for an award of contract and shall not have its Cost Proposal scored.
6. All proposals meeting the format requirements and passing the Technical Proposal evaluation phase by 145 points or more shall then have their Cost Proposal score determined.
7. **Cost Proposal Scoring**

Cost Proposal scores will be determined as follows:

- a. The lowest dollar Cost Proposal shall earn 100 points. The remaining Cost Proposals shall earn Cost Proposal points by applying the following formula:

$$\frac{\text{Lowest Cost Proposal (divided by)}}{\text{Other Cost proposal amount}} \times 100 = \text{Cost Proposal Score}$$

- b. Calculations up to the nearest hundredth of a decimal point will be used.
8. The Technical Proposal points will be added to the Cost Proposal points as well as any eligible preference points (see Section IV., Preference Programs) to determine the overall score. The responsible bidder with the highest score will be awarded the contract.
9. The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.

10. Any attempt by the bidder, bidder's staff, and/or consultants to influence the outcome of the evaluation of the bids, through communication with the ADP staff or the Selection Review Committee, will result in the rejection of the bid submitted by the bidder.
11. All proposals and scoring sheets shall be available for public inspection once the "Notice of Intent to Award Contract" letter has been posted publicly and/or mailed to all bidders.
12. ***Tie Bids:*** Tie bids are defined as identical scores calculated to the hundredth of a decimal point. Tie bids shall be resolved with a coin toss conducted by the ADP Contracts Office and witnessed by three (3) ADP staff members. The location and time of the coin toss shall be determined by ADP. Bidders are not required to be present, but shall be given the opportunity to attend, subject to ADP's time and location requirements.

G. **Technical Proposal Section**

1. **Technical Proposal Scoring**

The maximum score possible for the Technical Proposal is 190 points. The minimum standard OPG will accept for the Technical Proposal is 145 points. This score will be determined by a selection review committee. Those proposals not meeting this minimum standard will not be considered for funding. The six weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
Understanding of Problem	20 Points
Operation and Service Delivery	45 Points
Evaluation	10 Points
Project Work Plan	40 Points
Bidders' Qualifications	10 Points
Project Personnel	45 Points
Budget	<u>20 Points</u>
<b>Total</b>	<b>190 Points</b>

2. **Bidder Responses**

Bidder shall respond to the following sections, III., G., 3 through 9 by written response.

3. **Bidder's Understanding of and Solution to the Problem**

*Maximum Score: 20*

- a. Describe the most effective practices, methods, and strategies for providing problem and pathological gambling TA services. Points will be issued according to the depth of knowledge of the items above.

Maximum Score: 10 points

- b. State your understanding and the importance of the following:
- 1) Science-based problem and pathological gambling prevention
  - 2) Cultural/linguistic and generational competence
  - 3) Transferring science-based problem gambling prevention in a manner that is easily accessible and understandable
  - 4) Signs and symptoms of problem and pathological gambling
  - 5) Co-morbidity and other related addictions
  - 6) Responsible gambling
  - 7) Vulnerable populations
- (Points will be issued according to the depth of knowledge of the items noted above.)

Maximum Score: 10 points

4. Operation and Service Delivery

*Maximum Score: 45*

- a. Describe steps bidder will take to develop, operate and market problem and pathological gambling prevention TA services
- Maximum Score: 5 points
- b. Describe steps bidder will take to implement a process for assessing the reliability of science-based problem and pathological gambling data. Include steps to deliver data through TA services including (but not be limit to) the following:
- 1) How TA services will fulfill the requirement to be culturally and linguistically proficient for the range of populations within California. (Include as attachments letters of reference from other groups that substantiate/support that this capability exists or will exist.)
  - 2) How TA services will fulfill the requirement to be competent in generational issues. (Include as attachments letters of reference from other groups that substantiate/support that this capability exists or will exist.)
  - 3) The method which will be used to determine statewide TA services needs.
  - 4) How TA service requests will be identified by need, clarified, if necessary, and prioritized.
  - 5) How qualified staff or consultants will be assigned to meet the needs of a TA request.
  - 6) How TA services will be provided in an economically effective way.
  - 7) Explain the process of OPG pre-approval prior to the delivery of services.
- (Points will be issued according to the depth of detail of the items above.)
- Maximum Score: 20 points
- c. Describe steps bidder will take to plan and conduct the required minimum TA hours (as referred to in RFP Section III., C., Work Plan and Work

Schedule Requirements) during the initial 6 month contract term and each additional 12 month contract term.

Maximum Score: 10 points

- d. Describe steps bidder will take to develop and disseminate training material during the 30 month contract period. Training material should focus on (but not be limited to):
- 1) Generational strategies to address problem gambling
  - 2) Treatments services/resources
  - 3) Environmental impact caused by problem and pathological gambling
  - 4) Cultural and linguistic competency
  - 5) Involvement of the faith community and private sector
  - 6) Vulnerable populations
  - 7) Signs and symptoms of problem and pathological gambling

Maximum Score: 5 points

- e. Describe how bidder will implement an innovative and creative statewide marketing plan to promote the services available under this contract.  
(Points will be issued according to the depth of detail of the items above.)

Maximum Score: 5 points

5. For evaluations of the Contractor's services:  
*Maximum Score: 10*

- a. Describe how the bidder will evaluate the content of TA services and ensure that evaluations are completed by the entities receiving services. Indicate how bidder will utilize information received in the evaluations.

Maximum Score: 5 points

- b. Describe bidder's overall capability to manage the proposed contract, including:
- 1) Ability to provide TA services
  - 2) Ability to locate and hire qualified staff and consultants
  - 3) Ability to manage staff, subcontractors, and consultants
  - 4) The administrative system the bidder will use to ensure payment of consultant services, expenses, and satisfy pertinent state laws, regulations, and policies
  - 5) Means to properly invoice, submit reports, and fulfill other contract business requirements

Maximum Score: 5 points

6. Project Work Plan

*Maximum Score: 40*

Develop a Project Work Plan, which includes the project goals and objectives needed to reach the contract goal, tasks necessary to complete the objectives, and all work and deliverables. Points will be issued according to the thoroughness and detail of the goals and objectives as described in the RFP

Maximum Score: 40 points

7. Bidder's Qualifications

*Maximum Score: 10*

- a. Submit a list of work experience, relevant, or similar, to this RFP, conducted by the bidder's agency and any subcontractors in the last three (3) years, or currently in progress. Points will be issued according to the depth of knowledge and abilities in each area listed below related to problem gambling.

Include:

- 1) Experience
- 2) Contracting organization
- 3) Synopsis of work performed
- 4) Contracting period
- 5) Relevance to this RFP

Maximum Score: 10 points

- b. Submit at least two (2) letters of recommendation from organizations for whom the bidder's agency (and Subcontractors) has provided services (relevant to this RFP preferred) during the last three (3) years. The letters should describe the services performed.

Maximum Score: 0 points

8. Project Personnel

*Maximum Score: 45*

- a. Provide job titles and duty statements describing the activities each project staff position, including subcontractors/consultants, will perform during the project. A pool of consultants may be described in one duty statement. Include name of project staff and consultants if known.

- 1) Indicate the percentage of time each staff will devote to each activity listed in their duty statement
- 2) Include overall total percent of time devoted to project
- 3) A full-time position would be indicated as 100 percent
- 4) Identify Project Director

**Note** For consultants, do not indicate percent of time; instead indicate number of hours or days consultants will be utilized. Do not indicate monetary amounts.

Maximum Score: 5 points



- b. Submit resumes showing credentials, experience and qualifications of all key project staff for both the prime Contractor and the Subcontractors (including consultants). In addition to the items listed below, the resume of the Project Director must include documented evidence of experience to perform duties/responsibilities. This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

Maximum Score: 20 points

**Scoring Note:** Qualification of unknown staff will not score as highly as qualifications of known staff. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.

- c. Knowledge of the following (direct experience preferred) should be reflected in the submitted resumes:

- 1) Problem gambling and related prevention field
- 2) Environmental prevention
- 3) Cultural and linguistic competency
- 4) The faith-based community
- 5) Coordinating TA services statewide
- 6) Developing and managing a pool of consultants and/or a consortium of Contractors/agencies with a wide variety of expertise and cultural proficiency
- 7) Performing needs assessments
- 8) Implementing marketing plans
- 9) Conducting evaluations
- 10) A wide range of programmatic and management issues related to problem and pathological gambling prevention strategies, financial management, program design and administration, program evaluation, and policy development
- 11) Youth development

Maximum Score: 20 points

- d. *Letters of commitment from subcontractors, consultants, or others who are proposed principals for this project (not bidder's employees) must be submitted with your proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the subcontractor/consultant/or others has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.*

Required (if applicable): No points

9. Project Budget

*Maximum Score: 20 points*

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

**Reminder:** For the purposes of terminology consistency and clarity within this RFP and subsequent contract the initial period beginning with the start date of the contract and ending on June 30, 2011 will be referred to as Year 1. Year 2 will be from July 1, 2011 through June 30, 2012, etc.

- a. A detailed line item budget must be completed for each of the yearly periods, (Year 1, Year 2, Year 3 defined above), of the 30 month term of the contract showing individual line items under budget categories. Follow the guidelines set forth in Section III. D., Cost Detail Format and Requirements. Please utilize Attachment 4 or a similar format, to prepare a budget for the bid amount.

Maximum Score: 10 points

- b. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification." This justification should include:
  - 1) Why each individual line item is being charged to the project
  - 2) Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, etc.)
  - 3) Why the cost of each line item is reasonable in price
  - 4) Which formula was used to determine the cost of each line item

Maximum Score: 10 points

H. **Award and Protest**

1. Upon ADP's selection of the winning bidder, a Notice of the Intent to Award letter shall be posted in the front window of the Department of Alcohol and Drug Programs building (1700 K Street, Contracts Office 1st Floor, Sacramento, CA 95811-4037) for five (5) working days prior to awarding the Agreement. The protest period is five (5) days starting on the date that the Letter of Intent to Award is posted. During this five (5) day period bidders may submit protest, subject to the requirements of this section.
2. Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score. The protester(s) carries the burden of demonstrating the merits of the protest.

3. If any bidder, prior to the award of agreement, files a protest with the Department of Alcohol and Drug Programs, on the grounds that the (protesting) bidder would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of Alcohol and Drug Programs has decided the matter. The protestor(s) shall first email the initial protest to the email address below, and then mail a signed original to the address below. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that all protest be submitted by certified or registered mail.

**Robert Hudspeth, Contracts Manager**  
**Department of Alcohol and Drug Programs**  
**Division of Administration, Contracts Office**  
**1700 K Street, First Floor, Room 106**  
**Sacramento, Ca 95811-4037**  
[rhudspeth@adp.ca.gov](mailto:rhudspeth@adp.ca.gov)

4. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the Department of Alcohol and Drug Programs a detailed statement specifying the grounds for the protest. The protestor(s) shall first email the detailed protest letter to the email address shown in the preceding paragraph and then mail a signed original to the address shown in the preceding paragraph. The official signature on this letter shall be of an authorized representative of the protestor. It is suggested that any protest documentation be submitted by certified or registered mail.
5. A written acknowledgement of receipt by ADP, will normally be mailed to the protestor(s) within ten (10) working days.
6. Following the receipt of a protest, filed during the time period specified in the Intent to Award letter, ADP shall review the protest and provide a written decision to the protesting bidder(s) within thirty (30) working days.
7. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
8. Upon resolution of the protest and award of the agreement, ADP will forward the form, Contractor Certification Clauses (CCC 307), to the Contractor for signature. The original signed copy will be submitted to ADP.

**I. Disposition of Proposals**

1. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Because the proposals will become public record, the bidders should use care in deciding what personal information (SSN#'s, Driver License #'s, private or residential phone numbers, residential addresses, etc.) to include on their proposals.
3. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

**J. Agreement Execution and Performance**

1. Service shall start no later than 60 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another Contractor.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. Audit Requirements

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the Contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language).

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

- a. If the Contractor expends \$500,000 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph b., below.
- b. If the Contractor expends \$500,000 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified

in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:

- 1) The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
- 2) The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph a., above.

- c. The cost of the required audit may be charged as a direct cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit.

- d. Two copies of the final audit report shall be delivered to the ADP Contract Representative within 30 days after the completion of the audit. The ADP Contract Representative will forward a copy of the report to the ADP's Audit Services Branch.
- e. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs a. or b., above, then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

#### IV. **Preference Programs**

##### A. **State Economic Development Incentive Programs**

**For information on State economic development incentive programs refer to the following Internet Web-sites listed below. If applying for any of the State's preference programs listed below follow the directions in the respective sections.**

1. Small Business preference - [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov)
2. TACPA/LAMBRA/EZA preference
  - a. Target Area Contract Preference Act (TACPA) - <http://www.pd.dgs.ca.gov/edip/tacpa.htm>

- b. Local Agency Military Base Recovery Act (LAMBRA) - <http://www.pd.dgs.ca.gov/edip/lambra.htm>
  - c. Enterprise Zone Act (EZA) - <http://www.pd.dgs.ca.gov/edip/eza.htm>
- B. The following are the procedures for bidders to follow if they wish to apply for 5 percent Small Business preference; TACPA, EZA, or LAMBRA preferences of 5 percent each plus up to 4 percent workforce preference each.
1. **SMALL BUSINESS PREFERENCE**
- a. Section 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small Business or to non-small businesses claiming twenty-five percent California certified small business sub-Contractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).
  - b. The required list of California certified small business subcontractors must be attached to the bid response and must include the following:
    - 1) Subcontractor name;
    - 2) Address;
    - 3) Phone number;
    - 4) A description of the work to be performed and/or products supplied; and,
    - 5) The dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.
  - c. In addition to the list, bidders must identify small business subcontractors on their Project Budget. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896 et seq. A copy of the regulation is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your or the subcontractor firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 375-4940.

- d. If you are claiming Small Business Preference please complete the following small business information on you or your subcontractor(s) and return with your proposal:

1) **Bidder's Small Business Number:**\_\_\_\_\_ **or date applied for Certification:**\_\_\_\_\_

2) **Subcontractor Small Business Number:**\_\_\_\_\_ **or date applied for Certification:**\_\_\_\_\_

*(Applies when the bidder is able to pick the work site where services will be provided. Providing technical assistance statewide on an as needed basis does not qualify.)*

2. **TACPA/LAMBRA/EZA**

- a. Under the provisions of the TACPA, Government Code Section 4530 et seq., EZA, Government Code Section 7070 et seq., and LAMBRA, Government Code 7118 et seq., preferences are available to California based companies that demonstrate and certify under penalty of perjury that at least 50 percent of the total labor hours for manufactured goods, or 90 percent of the total labor hours for services (100% in the case of LAMBRA) will be performed in distressed areas. These Acts also make available additional preferences to California based bidders who certify under penalty of perjury to hire persons in targeted employment areas.
- b. Bidders are not required to apply for TACPA/EZA/LAMBRA preferences, and denial of preference requests is not a basis for rejection of the bid.
- c. If bidders wish to be considered for preferences, they must demonstrate and certify that they will comply with the requirements of these Acts. Bidders must complete and submit the applicable forms listed below. The information provided must demonstrate that the bidder has the ability to comply with the terms and provisions of the preference programs. The State, as part of its evaluation process, reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to information from bidders, manufactures, subcontractors and any other sources available at the time of bid evaluation. Refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request, may result in denial of the preferences requested.
- d. Bidders applying for preference(s) must submit the following form(s):  
TACPA – STD 830 <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>  
EZA – STD 831 <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>  
LAMBRA – STD 832 <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>

e. Scoring Preferences

The preference(s) will be based on the score of the bidder with the highest score that is not applying for the preference(s).

Example: The score of the highest scored proposal (that is not applying for a preference) is 180 points. This score amount would be multiplied by a preference (for example 5%) to determine additional preference points. ( $5\% \times 180 = 9$  points). All bids applying and qualifying for the preference would have these additional preference points (in this case, 9 points) added to their score.

3. DVBE

The Disable Veterans Business Enterprise (DVBE) requirement is waived for this solicitation.

V. Attachments

Refer to the following pages for Attachments that are a part of this proposal.



**ATTACHMENT 1**  
**Proposal Checklist**

ADP makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on this checklist does not establish the bidder's intent nor does it constitute responsiveness to the RFP requirement(s).

This checklist is only a tool to assist participating bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of the final proposals cannot be overemphasized and are the responsibility of the bidder.

- |       |              |  |
|-------|--------------|--|
| _____ | ATTACHMENT 1 | Proposal Checklist   |
| _____ | ATTACHMENT 2 | Proposal/Proposer Certification Sheet (required)   |
| _____ | ATTACHMENT 3 | Proposer References (or indicate page numbers within proposal where information can be found: _____)<br>(required) |
| _____ | ATTACHMENT 4 | Sample Budget Format   |
| _____ | ATTACHMENT 8 | Darfur Contracting Act Certification (required)  |
| _____ | ATTACHMENT 9 | Commercially Useful Function Certification *   |
| _____ |              | Payee Data Record (STD 204) (if currently not on file)   |
| _____ |              | Target Area Contract Preference Act (TACPA) *  |
| _____ |              | Enterprise Zone Act (EZA) *  |
| _____ |              | Local Agency Military Base Recovery Act (LAMBRA) *   |

\*Attach if applicable

**ATTACHMENT 2**  
**Proposal/Proposer Certification Sheet**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required" attachments as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

*Do not return sections of RFP that are not specifically listed on the "Required Attachment Checklist".*

**For RFP Primary Only:**

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (   )	2a. Fax Number (   )
3. Address		
Indicate your organization type		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information		
10. Proposer's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as one of the following:		
a. California Small Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked " <b>Yes</b> ".		
Date application was submitted to OSBCR, if an application is pending		

**ATTACHMENT 2**  
**Proposal/Proposer Certification Sheet**  
**Instructions**

Complete the numbered items on the  
Proposal/Proposer Certification Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>10,11 12, 13</b>	Must be completed. These items are self-explanatory.
<b>14</b>	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3**  
**Proposer References**

Submission of this specific form for reference information is optional. Failure to complete and return this attachment with your proposal will not cause your proposal to be rejected and deemed non-responsive. If you elect to list your references within your proposal, please indicate the page numbers where the information can be found on ATTACHMENT 1.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided:			

**ATTACHMENT 4**  
**Sample Budget Format**

**BUDGET**

**PERSONAL SERVICES**

	Salary Monthly	Range Hourly	Months or Hours	Perce nt of Time	Total Amount
Position/Classification	\$_____	\$_____	_____	_____	\$_____
Position/Classification	\$_____	\$_____	_____	_____	\$_____
Position/Classification	\$_____	\$_____	_____	_____	\$_____
Fringe Benefits (_____%)					\$_____
<b>Total Personal Services</b>					\$_____

**OPERATING EXPENSES**

Rent(\$____/sq.ft.x____sq.ft.x____time	\$_____
Consultants (cost per hour/day & # of hours/days	\$_____
Travel and per diem (Consultant)	\$_____
Travel and per Diem (Staff)	\$_____
Telephone/Fax	\$_____
Postage	\$_____
Office Supplies	\$_____
Printing and Duplication	\$_____
Equipment (list type of equipment)	\$_____
Subcontractor	\$_____
<b>Total Operating Expenses</b>	\$_____

**TOTAL BUDGET**

\$\_\_\_\_\_

Note: Line items listed are samples only  
Bidder is to list those personnel and operating  
expenses needed to support their proposal.

## **ATTACHMENT 5**

### **Definitions**

For the purposes of this RFP, the following definitions apply:

**Administrative Services:** The provision of services related to deliverables in the contract scope such human resources, budget, and procurement of materials, scheduling staff/consultants, making travel reservations, and report writing.

**ADP:** The California Department of Alcohol and Drug Programs.

**Affected individual(s):** A person(s) who is directly and negatively impacted by a problem gambler's behavior.

**Alcohol and Other Drugs (AOD):** Any beverage containing alcohol (such as beer, wine, and whiskey) and other drugs (legal and illicit). Also appears as ATOD when addressing tobacco as well as AOD.

**Consultant:** An individual whose level or area of expertise extends beyond that possessed by the Contractor's staff. The individual works for the Contractor and may deliver TA services on the Contractor's behalf.

**Consultation:** The provision of expert advice, guidance, or information through written correspondence, telephone conversations, or on-site assistance.

**Consultant Pool:** A group of consultants with diverse expertise in the area of problem and pathological gambling prevention.

**Contractor:** The successful bidder awarded a contract under this proposal to deliver TA services to the problem and pathological gambling prevention field and manage a consultant pool.

**Cultural/Linguistic Competence:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in cross-cultural situations. "Culture" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of racial, ethnic, religious, or social groups. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the cultural beliefs, behaviors, and needs presented by consumers and their communities.

**Department:** The California Department of Alcohol and Drug Programs.

**Employee Benefits:** The Contractor's contribution to a retirement fund, insurance premiums for workers' compensation, and the Contractor's share of employees' health insurance.

**Environmental Prevention:** Establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of problem and pathological gambling in the general populations.

**Faith Community:** Clergy/lay leaders of various denominations and religious belief.

## **ATTACHMENT 5**

### **Definitions**

**For Cause:** Shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract.

**Generational Competence:** A set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among professionals that enables effective work in generational situations. "Generational" refers to integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, values, and institutions of various generations. "Competence" implies having the capacity to function effectively as an individual and an organization within the context of the generational beliefs, behaviors, and needs presented by consumers and their communities.

**Logic Model:** An analytical approach to planning effective prevention programs that outlines the specific problem(s) to be addressed, strategies to be used, expected outcomes, and the links between strategies and outcomes.

**Office of Problem Gambling (OPG):** The office within the Department of Alcohol and Drug Programs designated to address problem and pathological gambling in California.

**On-Site:** A site other than the Contractor's office such as recipient's location.

**Outreach:** Contacting/working with an individual or group to provide prevention and educational information through on-site assistance, the requestor's agency/facility, telephone conversations, written correspondence, the media, or by making presentations or establishing information booths at association meetings and conferences.

**Pathological Gambling:** Progressive mental disorder meeting the diagnostic criteria set forth by the American Psychiatric Association Diagnostics and Statistical Manual, Fourth Edition.

**Personal Services:** A category of expenditure, which includes such objects of expenditures as the payment of Contractor's salaries and wages of employees, and employee benefits, including the Contractor's contribution to a retirement fund, insurance premiums for workers' compensation, and the Contractor's share of employees' health insurance.

**Prevention:** A proactive process intended to promote and protect health and safety, and reduce or eliminate the need for remedial treatment of the physical, social, and emotional problems associated with problem and pathological gambling.

**Problem Gambling:** Participation in any form of gambling to the extent that it creates a negative consequence to the gambler, the gambler's family, place of employment, or community. This includes patterns of gambling and subsequent related behaviors that compromise, disrupt, or damage personal, family, educational, financial, or vocational interests. The problem gambler does not meet the diagnostic criteria for pathological gambling disorder.

**Region/Counties:** For purposes of this contract, California's counties shall be divided into:

**Northern:** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Mateo, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo, and Yuba

## **ATTACHMENT 5**

### **Definitions**

**Central:** Fresno, Inyo, Kings, Madera, Mariposa, Merced, Mono, Monterey, San Benito, San Joaquin, Santa Clara, Santa Cruz, Stanislaus, Tulare, and Tuolumne.

**Southern:** Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura

**Science-Based Programs:** Prevention programs whose effectiveness has been determined through the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to educational activities and programs. It includes research that:

- Employs systematic, empirical methods that draw on observation or experiment.
- Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn.
- Relies on measurements or observational methods that provide reliable and valid data across: evaluators and observers, multiple measurements and observations, and studies by the same or different investigators.
- Is evaluated using experimental or quasi-experimental designs in which individuals, entities, programs, or activities are assigned to different conditions and with propitiate controls to evaluate the effects of the condition of interest, with a preference for random-assignment experiments, or other designs to the extent that those designs contain within-condition or across-condition controls.
- Ensures that experimental studies are presented in sufficient detail and clarity to allow for replication or, at a minimum, offer the opportunity to build systematically on their findings.
- Has been accepted by a peer-reviewed journal or approved by a panel of independent experts through a comparably rigorous, objective, and scientific review.

**Self-Exclusion Program:** A program through which problem/pathological gamblers exclude themselves from gambling in gaming/gambling establishments.

**Specific Population Groups:** For the purpose of this proposal are defined to include African-Americans, Asian and Pacific Islanders, Chicanos/Latinos, Native Americans, LGBT, elderly, women, youth, and people with disabilities.

**Training and Technical Assistance (TA):** The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, and written materials to assist the problem and pathological gambling prevention field to better serve their community. It includes a range of programmatic and management issues related to problem gambling and related prevention strategies and activities, financial management, program design and administration, program evaluation, and policy development.

**TA Hours:** TA services hours provided by the Contractor, which includes provision of consultation, outreach and training events. TA hours do not include administrative services, preparation, or travel time to and from events.



## **ATTACHMENT 5**

### **Definitions**

**Training Event:** A body of knowledge or set of skills provided to a group of people in a structural way, usually involving curriculum, course outline with supporting materials. Training events are strictly for requestors attendees and does not include staff of Contractor or Subcontractors/Consultants, unless pre-approved by OPG Contract Monitor

**Youth Development:** The ongoing growth process in which all youth are engaged in attempting to: (1) Meet their basic personal and social needs to be safe, feel cared for, be valued, be useful, and be spiritually grounded; and, (2) Build skills and competencies that allow them to function and contribute in their daily lives, thereby preventing unhealthy behaviors and resulting in capable people.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

**Note: The terms set forth in this Sample Contract, except for those provisions specific to the submission by the successful bidder, constitute the contractual provisions of the Agreement between the parties. The bidder shall prepare their bid expecting to comply with the terms and conditions herein. ADP RFP 10-08 is hereby incorporated by this reference and made a part hereof.**

**SCOPE OF WORK**

**1. Overview**

- A. The Contractor shall provide problem and pathological gambling prevention Technical Assistance (TA) and training services to health care professionals, educators, and nonprofit organizations. The TA and training services will encompass the following:
  - 1. the identification of problem and pathological gambling behavior and;
  - 2. disseminating information about referral resources and treatment services throughout California.
- B. The primary goal will be to synthesize and translate problem and pathological gambling science-based findings into effective TA services throughout California demonstrating:
  - 1. the capacity to incorporate cultural and linguistic considerations into the TA and training services;
  - 2. the ability to identify and educate about the signs and symptoms of problem and pathological gambling;
  - 3. the expertise to effectively convey the impact of these behaviors on the community; business and families and;
  - 4. the ability to disseminate information about resources for education, prevention and treatment services.
- C. TA services will be promoted and provided to individuals and/or agencies/organizations on the basis of a needs assessment plan and marketing plan developed as part of the contract.
- D. The purpose of these services is to create a healthy California by providing resources to assist citizens and their families suffering from difficulties accompanying problem and pathological gambling behavior by developing and implementing successful TA services to educate communities, organizations, educators and health care professionals. This contract will also provide TA services to the Office of Problem Gambling (OPG) within the Department of Alcohol and Drug Programs (ADP).
- E. ADP is committed to ongoing improvements in cultural and linguistic competency and has adopted the Culturally and Linguistically Appropriate Services (CLAS) standards developed by the Office of Minority Health, U.S. Department of Health and Human Services as the guiding document to develop a Cultural Competency Quality Improvement (CCQI) Strategic Plan to support CCQI in our service delivery system.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

- F. Contractor shall provide services as described in RFP 10-08 Sections 1., L. Goals and Section III., C. Work Plan and Work Schedule Requirements as well as the Contractor's Project Work Plans. (Note: Project Work Plans are based on the bidder's response to RFP)
2. The services shall be performed throughout California.
3. The respective Representatives during the term of this agreement will be:

<b>STATE AGENCY</b>	<b>CONTRACTOR</b>
Name:	Name:
Title:	Title:
Division: OPG	Section/Unit
Address: Dept. of Alcohol and Drug Programs 1700 K Street, 2nd Floor Sacramento, CA 95811-4037	Address:
Phone	Phone:
Fax:	Fax:
Email:	Email:

Either party may make changes to the contact information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. **Contract Oversight**

- A. Contractor shall meet or confer with ADP's Contract Monitor at least once each month to review progress, formulate plans for the coming month, and discuss any difficulties or problems so that remedies can be developed as soon as possible.
- B. ADP's Contract Monitor or any authorized representative, has the right at any reasonable time to inspect, or otherwise evaluate, the work performed or being performed hereunder, including subcontract supported activities, and the premises on which it is being performed. If any inspection, or evaluation, is made by ADP of the premises of the Contractor or subcontractor, the Contractor shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of ADP representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
- C. ADP's Contract Monitor or any authorized representative may also attend any events (e.g. conferences and training events) funded through this contract.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

**5. Key Personnel/Consultants**

- A. ADP reserves the right to approve in advance Contractor's key personnel, including consultants, to be assigned to this project, and to disapprove the continuing assignment of said key personnel provided under this Agreement. If any key personnel are unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall immediately offer substitute personnel for ADP approval. Key personnel are those assigned to perform under this contract, except those performing supporting activities (e.g. administrative assistance, secretarial, accounting, etc.)
- B. Contractor shall obtain prior approval from ADP before utilizing consultants. A resume or vita shall accompany any request for consultant approval. If the consultant is approved by ADP, their resume or vita shall, by this reference become a part of this contract and be on file at ADP for public record. Consultants and their resumes submitted in the Contractor's proposal for this contract are a part of this contract by this reference and are on file at ADP.

**6. Subcontracts**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between ADP and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to ADP for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. Contractor agrees to hold harmless, defend and indemnify ADP from and against any and all claims, lawsuits, and/or charges of any kind arising out of the acts or omissions of subcontractors, their employees, agents, subcontractors, independent contractors or assigns, arising out of the performance of this contract.
- C. The Contractor's obligation to pay its subcontractors is an independent obligation from ADP's obligation to make payments to the Contractor. As a result, ADP shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- D. Contractor shall submit any subcontracts to ADP for approval prior to implementation. Upon termination of any subcontract, ADP shall be notified immediately.
- E. The total of all subcontracting for this contract shall not exceed \$50,000 or 25 percent of the total contract, whichever is less.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

**7. Scope of Work Minor Adjustments**

Minor adjustments of the tasks to be performed by the Contractor and any required due dates, that are mutually agreeable to ADP and the Contractor, may be made without formal amendment. Adjustment that materially changes the contract, including changing the contract goals or objectives, or quantity and quality requirements, may not be made under this clause. Contractor shall provide a written request for the scope of work minor adjustment. The request shall contain a statement of the adjustment requested, a clear justification as to the need for the adjustment, and the adverse effects of not making the adjustment. If ADP agrees with the request, ADP's Contract Monitor and Contracts Manager shall approve and sign the justification and return a copy to the Contractor.

**8. Monthly Progress Reports**

- A. Contractor shall submit written monthly progress reports no later than 15 days following the last day of the reportable month to the OPG Contract Monitor. The monthly reports must:
1. Correspond to overall contract goal(s) and to specific monthly objectives
  2. Include pertinent information on monthly objectives, such as relevant data (statistical and anecdotal)
  3. Include the number of agencies and individuals served
  4. Include the number of TA hours delivered
  5. Summarize marketing strategies
  6. Outline barriers encountered in achieving or failing to achieve proposed objectives
  7. Methods employed to resolve stated problems
  8. Disseminate customer feedback (rating of services provided, and customer evaluations)
  9. Provide copy of justification and approval for TA requests that did not meet the required 15 days approval timeline
  10. Summarize evaluation feedback
- B. Monthly reports shall accompany invoices for payment. Invoices will not be processed until OPG is in receipt of corresponding monthly reports and supporting data in the format are received. OPG reserves the right to modify reporting requirements as it deems necessary.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

9. **Yearly Reports**

- A. Contractor shall submit an annual report no later than 30 days following the last day of the calendar year. The annual report must provide:
  - 1.) Status of contract term deliverables, overall contract goal(s) to specific monthly objectives
  - 2.) Include pertinent information on monthly objectives totals, such as relevant data (statistical and anecdotal)
  - 3.) The number of agencies and individuals served
  - 4.) The total number of TA hours delivered
  - 5.) Barrier encountered in achieving or failing to achieve proposed objectives
  - 6.) Methods employed to resolve stated problems
  - 7.) Customer feedback (rating of services provided, and customer evaluations)
  - 8.) Status of resource publications
- B. Annual reports shall accompany the December invoice for payment. Invoice will not be processed for payment until the annual report is received. Annual reports should provide a cumulative synopsis of the calendar year's events including, at a minimum:
  - 1.) Status of contract term deliverables, goals and objectives
  - 2.) Relevant data related to monthly objective totals (statistical and anecdotal)
  - 3.) Agencies and individuals served
  - 4.) Total number of TA hours delivered
  - 5.) Barriers encountered in achieving proposed objectives
  - 6.) Methods employed to resolve problems
  - 7.) Relevant data from evaluations, and how data was used to enhance training events
  - 8.) Resource publications produced
- C. OPG reserves the right to request modification of annual report as it deems necessary.

10. **Optional Tasks**

In the future, the Contractor may be asked to complete optional tasks. Options for additional services under the contract may be exercised at the sole discretion of ADP. The tasks are as follows:

- A. **Task 1.** Provide the same services and deliverables for an additional year (year 4), if additional funding becomes available. Any 4th year total budget amount shall be no greater than the 3rd year budget amount. Also, the services, deliverables, and costs

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit A**

will be comparable to those provided in the 3rd year.

- B. **Task 2.** If the funds allocated under the 3rd year term of the contract are not fully expended, and are still available for expenditure, continue providing services for up to 12 additional months or until the funds are fully expended, whichever is sooner. The services, deliverables, and costs will be comparable to those provided in the 3rd year.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, ADP agrees to pay the Contractor not more frequently than monthly in arrears, for actual expenditures incurred, upon receipt and approval of invoices.
- B. Invoices must be billed to ADP, signed by an authorized representative, and include:
  - 1) Agreement Number
  - 2) Invoice Number
  - 3) Time period covered (XX/XX/XXXX thru XX/XX/XXXX).
  - 4) Invoices must be of sufficient detail to allow ADP to readily identify the goods or services provided and their associated cost.
  - 5) Costs for Services completed for the current billing period shall be attached, clearly identified, and be in accordance with the contract budget line items.
- C. Submit invoices to ADP's Contract Monitor.  
Cyndi Maivia  
Department of Alcohol and Drug Programs  
1700 K Street, 2nd Floor  
Sacramento, California 95811-4037
- D. ADP may request additional detail to support any cost stated on an invoice. Cost claimed on invoices must be consistent with activities and/or services rendered as detailed within the budget. Invoices will be carefully reviewed to ensure a direct link between activities and/or services and expenditures.
- E. See the Sample Invoice of this exhibit for an example of a recommended claim format. You may use this invoice or your organization's forms or letterhead to submit your claims.

2. **Method of Payment**

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures incurred. As required by the State Administrative Manual, ten (10) percent of each payment will be withheld as a final payment. An amount up to ten (10) percent of the Contractor fees and operating expenses of each payment will be withheld; the total withhold amount will then be released as a final payment at the end of each yearly period. The amount withheld will be paid upon completion of project and submission of approved invoices and required reports at the end of each yearly period.



**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

3. **Ten Percent (10%) Withholding**

An amount up to ten (10) percent of the Contractor fees and operating expenses, excluding buy-time, of each payment will be withheld; the total withhold amount will then be released as a final payment. The retained amount shall be held by ADP and only released to the Contractor upon completion of the project and submission of approved invoices and required reports at the end of each yearly period. Contractor shall submit a final invoice requesting reimbursement of the ten (10) percent withheld. See Final Invoice Page XX of this Exhibit for an example of a recommended final claim format. You may use this invoice or your organization's forms or letterhead to submit your final claim.

4. **Contract Budget**

Expenditures relating to this project shall be in accordance with the Budget, Exhibit B, Paragraph XX.

5. **Minor Budget Reallocations (Informal)**

Minor budget reallocations, without formal amendment, may be allowed subject to the State's review and approval. Such approval may only be given if the reallocation is for causes outside the bidders control and could not be reasonably foreseen at the time of the bid, and is subject to the follow limitations:

- A. Contractor shall submit a written justification of the need for any reallocations, along with an explanation of how the funds will be adjusted. Justifications must be approved by ADP's Contract Monitor and their immediate supervisor. The Contract Monitor will provide written notification of approval or disapproval to the Contractor. Upon approval, the signed justification will be placed in the contract file. ADP reserves the right to deny any reallocations. Minor budget reallocations that have the effect of changing any of the contract's Scope of Work, deliverables, objectives or methods will not be approved and will require a formal amendment.
- B. The budget format consists of personnel and operating expenses categories; and if applicable indirect and/or administrative cost categories, within these categories are line items.
- C. The Contractor's indirect or administrative cost percentage may be decreased but not increased.
- D. Funds may be moved between line items within categories or between categories up to \$15,000 dollars or 10% of the lowest budget category total, whichever is lower.
- E. Consultant and subcontractor line items may only be increased or decreased by 10% of their original amount.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- F. Line items may not be added or deleted under this provision.
- G. If the contract budget has been formally amended, minor reallocation amounts will be subject to the aforementioned limitations, applied to the amended budget amounts.

It is further understood that in no event shall the maximum amount payable under this Agreement exceed the amount specified on the face sheet of this Agreement. If this contract contains more than one annual budget, funds may not be transferred between the budget years without a formal amendment. In addition, reallocations that would have the effect of reducing Contractor's Disabled Veteran Business Enterprise (DVBE) commitments may not be made. Reallocations that exceed the above stated limits will require a formal amendment.

**6. Budget Adjustments - Amendment Required**

- A. Contractor may request formal amendment to this Agreement for changes to the budget that exceed the provisions of the Budget Revisions – No Amendment Required clause herein. Said request must include:
  - 1.) A written statement of the adjustment requested;
  - 2.) A detailed description of why the adjustment is necessary;
  - 3.) How the need for the adjustment came about;
  - 4.) Indicate the adverse effects of not approving the requested adjustment;
  - 5.) Indicate other alternatives available; and,
  - 6.) Include a revised budget with columns showing the original budget amounts, the adjustment(s), and the new amounts.
- B. A formal amendment requires all necessary reviews and written approvals in advance of the effective date of such requested changes. ADP reserves the right to deny any request to amend this Agreement.

**7. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**8. Travel and Per Diem**

Reimbursement for travel and per diem expenses from ADP under this Agreement shall, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA). If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

written authorization from ADP.

9. **Authorization for Purchases**

- A. Prior authorization in writing by ADP will be required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$5,000 for any articles, supplies, or services or for any fee, or other payment, and for consultation costs exceeding \$350 per day, except for public utility services.
- B. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price.
- C. For purchases of any said articles, supplies, services or for consultant fees exceeding such minimum amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. If other than the lowest bidder or a sole-source provider is selected, justification must be presented to ADP for prior approval.

10. **Budget Contingency Clause**

- A. It is mutually agreed that if the State of California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, ADP shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement; and,
- B. Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, ADP shall have the option to either cancel this Agreement with no liability occurring to ADP, or offer an agreement amendment to Contractor to reflect the reduced amount.

11. **Revenue Restrictions**

Contractor agrees that any fees, refunds, rebates, credits, interest or other amounts accruing to or received by the Contractor under this Agreement shall:

- A. Be adequately documented as to their receipt and use. Such documentation shall be provided to ADP upon request.
- B. Be utilized to off-set project costs approved by the ADP in writing.
- C. Be paid by the Contractor to ADP, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by ADP under this Agreement, if not utilized to off-set project costs.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**INVOICE**

Billed To:  
Dept. of Alcohol and Drug Programs  
Attn: \_\_\_\_\_  
1700 K Street, \_\_ Floor\_\_\_\_  
Sacramento, CA 95814-4037

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Number: \_\_\_\_\_

Invoice Period: \_\_\_\_\_

See Invoice Instructions on next page

BUDGET LINE ITEMS (Must match approved contract)	BEGINNING BALANCE (1)	REVISIONS (2)	ADJUSTED BALANCE (3)	CURRENT EXPENSES (4)	ENDING BALANCE (5)
GRAND TOTAL					
LESS 10% WITHHOLD					
AMOUNT OF INVOICE					

**FOR ADP USE ONLY**

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
<b>X</b>		
PROJECT REPRESENTATIVE	DATE	
<b><u>FUNDING INFORMATION FOR THIS INVOICE</u></b>		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

**FOR CONTRACTOR'S USE**

PLEASE USE BLUE INK FOR SIGNATURE
<b>X</b>
CONTRACTOR'S ORIGINAL SIGNATURE
DATE
CONTACT PERSON (PLEASE PRINT)
TELEPHONE NUMBER
EMAIL ADDRESS

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**INVOICE INSTRUCTIONS**

BUDGET LINE ITEMS:	Enter the line items exactly as budgeted in the approved contract.
COLUMN (1) "BEGINNING BALANCE"	Enter the Ending Balance, column (5), of the prior invoice. (For the initial "Beginning Balance" enter line items exactly as budgeted in the approved contract).
COLUMN (2) "REVISIONS"	Use this column only if making revisions to the contract budget which are necessary to accommodate current expenses listed on invoice.
NOTE:	Please read your contract to determine your budget revision limitations.
COLUMN (3) "ADJUSTED BALANCE"	Use this column only when column (2), Revisions, was used. Column (1) plus/minus column (2) = column (3).
COLUMN (4) "CURRENT EXPENSES"	Enter expenses to be claimed by this invoice. These amounts must not exceed the adjusted balances in column (3).
COLUMN (5) "ENDING BALANCE"	The amounts in this column are arrived at as follows:  A. Column (1) minus column (4) = column (5).  B. If a revision was made, column (3) minus column (4) = column (5).
NOTE:	Column (5) becomes the Beginning Balance, column (1) on your next invoice.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**FINAL INVOICE**

Billed To:  
Dept. of Alcohol and Drug Programs  
Attn: Contract Monitor  
1700 K Street, Floor\_\_\_\_  
Sacramento, CA 95814-4037

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contract #: \_\_\_\_\_

This is our claim for the 10 percent that has been withheld from our monthly invoices.

MONTH	AMOUNT
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
TOTAL	

Please pay this amount less any outstanding amounts owed to ADP.

**FOR ADP USE ONLY**

I hereby certify that all goods, services and required reports have been received pursuant to the contract.		
<b>X</b>		
PROJECT REPRESENTATIVE	DATE	
<b><u>FUNDING INFORMATION FOR THIS INVOICE</u></b>		
FEDERAL GRANT NAME AND AWARD YEAR		
STATE FISCAL YEAR		
INDEX	OBJECT	PCA

**FOR CONTRACTOR'S USE**

PLEASE USE BLUE INK FOR SIGNATURE	
<b>X</b>	
CONTRACTOR'S ORIGINAL SIGNATURE	
DATE:	
CONTACT PERSON (PLEASE PRINT)	
TELEPHONE #:	
EMAIL ADDRESS:	

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit C**  
**GENERAL TERMS AND CONDITIONS**

**PLEASE NOTE:** Exhibit C will not be included with the final agreement. The General Terms and Conditions (GTC 610) will be included in the agreement by reference to Internet site: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

**1. Amendments**

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

**2. Conflict of Interest**

Contractor acknowledges that state laws on conflict of interests, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code, Section 1090, apply to this contract.

**3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and if the contract is for an amount over \$5,000 (Public Contract Code, Section 10369).

**4. HIPAA Provision**

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

**5. Disputes**

If Contractor believes that there is a dispute or grievance between Contractor and ADP arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Contract Monitor. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

- A. If the issue cannot be resolved informally with ADP's Contract Monitor, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Program Services Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.



**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the Program Services Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

**6. Right To Terminate**

- A. Termination without Cause: ADP reserves the right to terminate this agreement subject to 30 days written notice to the Contractor.
- B. Termination for Cause: ADP can terminate this agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification letter to the Contractor.

**7. Right to Suspend**

- A. ADP has the right to suspend performance of this contract. The notification will be both verbal and in written form by either the ADP Contract Representative or the ADP Contracts Manager. Initial details of the suspension will be provided in the written notification. Once the Contractor is notified that ADP is suspending the contract, all services and deliverables related to this contract will cease immediately.
- B. Written notification with additional directions on how the suspension will proceed will be provided within 30 days of the initial notification. Any resumption of work will be at ADP's discretion. If the contract resumes, any changes to services, deliverables, and/or dates resulting from the contract suspension shall be at ADP's discretion.
- C. If ADP elects to suspend this Agreement, ADP agrees to reimburse the Contractor for all expenses and non-cancelable expenditures incurred prior to the date of the suspension. The Contractor agrees to mitigate these expenses.

**8. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

**9. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**10. Domestic Partners Act**

Pursuant to Public Contract Code, Section 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a Contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

**11. Subcontract Requirements**

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. The Contractor shall obtain three bids or justify a sole source award.
  - 1.) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - 2.) The State may identify the information needed to fulfill this requirement.
  - 3.) Unless otherwise mandated by the funding agency (i.e., Federal Government), ADP may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- B. ADP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement. Upon receipt of a written notice from ADP requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by ADP.
- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of ADP. ADP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by ADP.
- D. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by ADP, make said copies available for approval, inspection, or audit.
- E. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by ADP to the Contractor.
- F. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

- G. When entering into a consulting service agreement with ADP, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
- 1.) Budget detail format and submission requirements will be determined by ADP.
  - 2.) Methods of including budget detail in this agreement, if applicable, will be determined by ADP.
  - 3.) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment.
- H. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- I. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until (3) years after termination of (Agreement Number) and final payment from ADP, to permit ADP, Bureau of State Audits, or Department of General Services, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- J. Unless otherwise stipulated in writing by ADP, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

**12. Audit Requirements**

This Audit Requirements provision does not limit the right of the Department or the State to conduct a separate audit at its discretion, nor does it relieve the Contractor from complying with the audit requirements of the General Terms and Conditions (GTC 610), that may be viewed at Internet site: [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+language).

The Contractor agrees to obtain one of the following audits, in accordance with the contractual or statutory requirements governing the amount or source of the funding:

- A. If the Contractor expends \$500,000.00 or more in funds received from ADP from the total of all contracts or grants in its fiscal year, the Contractor agrees to obtain for that year a limited scope fiscal audit of all funds received from the Department. The audit will be conducted according to Generally Accepted Governmental Auditing Standards. The audit shall be completed by the 15th day of the 5th month after the close of the Contractor's fiscal year. This audit does not fulfill audit requirements of Paragraph 2, below.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

B. If the Contractor's expends \$500,000.00 or more in federal funds, Contractor agrees to obtain an audit in accordance with this paragraph. If the Contractor's expenditure of funds are normally included in its organization's annual compliance audit conducted according to the requirements specified in Office of Management and Budget (OMB) Circular A-133, entitled Audits of States, Local Governments, and Non-Profit Organizations, the Contractor agrees to continue to include funds expended as a result of this federally-funded contract in that audit. This audit shall be completed by the end of the 9th month following the end of the audit period. The requirements of this provision apply if:

- 1.) The Contractor is a recipient expending federal awards received directly from any federal awarding agencies, or
- 2.) The Contractor is a sub recipient expending federal awards received from a pass-through entity such as the State, County, or community-based organization.

This audit fulfills the requirements of Paragraph 1.

C. The cost of the required audit may be charged as a direct cost. The way the cost is charged must be consistent with the Contractor's policies, regulations, and procedures that apply to both federal funds and other activities of the Contractor.

If the audit is charged directly, the budget for each year must clearly identify funds set-aside for the audit.

D. Two copies of the final audit report shall be delivered to the ADP Contract Representative within 30 days after the completion of the audit. The ADP Contract Representative will forward a copy of the report to the ADP's Audit Services Branch.

E. If the contract period for any ADP federally funded contract will expire before the audit deadlines specified in Paragraphs (1) or (2), then that contract, for that year, may be excluded from an audit if the total expenditures under the expiring contract do not exceed the \$500,000 threshold for that fiscal year. However, funds expended under that contract in that year shall be used to determine the expenditure threshold for audits of other contracts. If the expenditures under the expiring contract do exceed the \$500,000 dollar threshold an audit will still be required as specified in Paragraphs (1) or (2).

**13. Incorporated Request For Proposal Documents**

This agreement is comprised of the terms of this Standard Agreement (STD 213) including Exhibits and the following Request for Proposal (RFP) documents which are incorporated herein and made a part of this contract by this reference:

A. Request for Proposal ADP-RFP 10-08 entitled: Problem and Pathological Gambling Prevention Technical Assistance (TA) and Training to Health Care Professionals, Educators, and Nonprofit Organization.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

- B. The Contractor's written proposal in response to the above named RFP. This proposal is on file at ADP's Contracts Office.

**14. Order of Precedence**

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements.

- A. Applicable state and federal laws;
- B. The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- C. Request for Proposal ADP-RFP 10-08 entitled: Problem and Pathological Gambling Prevention Technical Assistance and Training to Health Care Professionals, Educators, and Nonprofit Organizations; and,
- D. Contractor's response to the RFP.

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit E**  
**ADDITIONAL PROVISIONS**

**1. Contract Product Review**

- A. All contract products produced under this contract shall be produced according to the requirements as stated in the project work plans.
- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

**2. Contract Product Disclaimer/Credit Statements**

- A. If requested by OPG, products, including published materials, reports, brochures, posters, videos, etc. developed or used as part of this contract, shall contain the following or similar disclaimer statement: "The opinions, findings, and conclusions herein stated are those of the authors and not necessarily those of the State of California, Department of Alcohol and Drug Programs, Office of Problem Gambling."
- B. All products produced under this contract shall clearly state "Funded by the California Office of Problem Gambling."

**3. Subject Data**

- A. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- B. **State Rights.** Subject only to provisions of (C) below, the State of California may use, duplicate or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract
- C. In the event the Contract calls for the development and creation of work protected under U.S. copyright law. The work produced under the Contract is a "work for hire" and the Contractor sells, assigns, and transfers to ADP the entire right, title and interest to the copyright in all work required as a deliverable under this Contract. This assignment to ADP includes any registrations and copyright applications, any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the material produced under this Contract. Contractor agrees and warrants:
  - 1.) That all deliverables under this Contract do not violate any existing copyright or other third party right and, that to the best of Contractor's knowledge, the deliverables shall not and do not infringe rights owned by others;
  - 2.) That, in the case of a multi-authored deliverable, Contractor shall obtain copyright assignment from all co-authors, in writing, and authorization to assign the copyright to ADP and that all co-authors have read and agreed to the above warranties;

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 3.) That all sub-contracts shall include the assignment of all copyright interests to ADP and that each sub-contractor shall warrant the Sub-contractor holds the complete and undivided copyright interest in all deliverables required under the sub-contract.
- 4.) Contractor also agrees to defend and indemnify ADP for any and all claims of copyright infringement concerning deliverables under this Contract.
- D. Marking and Identification. Contractor shall mark all Subject Data with the number of this contract and the name and address of the Contractor or subcontractor who generated the data. The Contractor shall not affix any restrictive markings upon Subject Data, and if such markings are affixed, the State of California shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- E. Subcontractor Data. Whenever any Subject Data is to be obtained from a subcontractor under this contract, the Contractor shall use sections A, B, C, and D of this clause in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the State of California's rights in that Subcontractor Subject Data.
- F. Deferred Ordering and Delivery of Data. The State of California shall have the right to order at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Contractor shall exercise its best efforts to prepare and deliver such data as is ordered.
- G. The State of California's right to use data delivered pursuant to this paragraph shall be the same as the right in Subject Data as provided in paragraph (B) above. The Contractor shall be relieved of the obligation to furnish data pertaining to an item obtained from a subcontractor upon the expiration of two years from the date of acceptance of such items. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustments or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the State of California.

**4. Contract Product Rights and Licenses**

Contractor shall use its best efforts to secure all rights and licenses necessary for the creation, production or development of the products executed under this contract.

**5. PUBLICATIONS – ALTERNATIVE FORMATS**

- A. **American Disability Act (ADA):** In accordance with the California Government Code section 11135 and Title II, ADA federal statute 12131 requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability."

**ATTACHMENT 6**  
**Sample Contract**  
**Exhibit E**  
**ADDITIONAL PROVISIONS**

- B. **Limited English Proficiency (LEP):** Publications must be made available in other languages if requested by a person with limited English proficiency. Contractor is responsible for providing publications in alternative formats.

**6. Confidentiality of Information**

In performing work under this contract, Contractor shall take reasonable precautions to protect the confidentiality, integrity, and availability of State information assets (defined in SAM 4840.4). Contractor agrees to promptly report to the Department Information Security Officer or Chief Information Officer any significant information security vulnerability, threat, or breach known or suspected by the Contractor to exist.

**7. Editorial Guidelines**

Contractor shall use its best efforts to convey a positive message when writing or speaking about problem and pathological gambling. While the OPG understands there are many negative effects caused by gambling addiction, TA recipients should be aware that it is a treatable disease. Contractor shall not use derogatory terms or profanity while conducting TA events, doing so shows a lack of respect for individuals with gambling problems.



## **ATTACHMENT 7**

### **State Travel Guidelines**

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

#### **TRAVEL BY PERSONAL AUTOMOBILE:**

Up to .50 cents per mile

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is NO CHANGE in the meal and incidental rates. Employees may be reimbursed for their ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast up to \$ 6.00  
Lunch up to \$10.00  
Dinner up to \$18.00  
Incidentals up to \$ 6.00

**Note:** Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

#### **LODGING RECEIPTS**

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

#### **SHORT-TERM TRAVEL TIME FRAMES**

**ATTACHMENT 7**  
**State Travel Guidelines**

A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:

1. On the first day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6AM - Breakfast may be claimed.

Trip begins at or before 11AM - Lunch may be claimed.

Trip begins at or before 5PM - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8AM - Breakfast may be claimed.

Trip ends at or after 2PM - Lunch may be claimed.

Trip ends at or after 7PM - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel Begins at or Before	Meal That May be Claimed
6AM and ends at or after 9AM	Breakfast
4PM and ends at or after 7PM	Dinner

C. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

**RECEIPTS**

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for ACTUAL EXPENSES as follows:

1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.

**ATTACHMENT 7**  
**State Travel Guidelines**

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
  3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
  4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

**SHORT-TERM LODGING RATE**

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

## ATTACHMENT 8 DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

**REQUIREMENT EXEMPTION:** If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do NOT need to complete Option #1 and Option #2 of this form, please initial and date here to indicate you are exempt from this requirement. \_\_\_\_\_

Initial                      Date

### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**ATTACHMENT 9**  
**Commercially Useful Function Certification**

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all Small Businesses, Micro-Businesses and Disabled Veteran Business Enterprises to perform a “commercially useful function” in any contract they perform for the State.

A business that is performing a commercially useful function is one that does all of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved
- 3) Performs work that is normal for its business, services and function
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the Commercially Useful Function requirement, using the Commercially Useful Function Certification

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